

Formal Relationship Agreement

GPD Holdings LLC, d/b/a CoinFlip, a Delaware Limited Liability Company, located at 4957 Oakton St #263 Skokie, IL, 60077, ("GPD") agrees to enter into this contract with _____, located at _____, known as "Establishment" from _____ until _____.

1. Establishment will allow GPD to house a BATM in its location and to install Internet service at the cost of GPD at _____.

2. GPD will pay Establishment \$____1800____ per year, or _4_% of total revenue (not to exceed \$500 per month) from that particular BATM, whichever is greater, on a monthly basis. Three (3) months of rent will be paid upfront upon installation of the BATM.

3. Establishment is not liable for GPD's assets located at the aforementioned location, unless such damage is a result of the actions of Establishment, its employees, or contractors. GPD carries an insurance policy on the BATM. GPD may secure the BATM via lag bolts into concrete substrate if available, or wooden or metal studs if mounted onto a wall. Establishment shall allow entry to any employees or contractors of GPD in order to service, maintenance, or inspect the ATM.

4. Establishment is not responsible for any support, service, or maintenance for the BATM. Customers may reach out to GPD directly via the posted phone number on the BATM for support.

5. Establishment, or any other affiliate, may not operate, or own any sort of cryptocurrency ATM, act as a physical cryptocurrency exchange, or allow another cryptocurrency ATM in its store during the term of this Agreement and for twenty-four (24) months after the termination of this Agreement.

6. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

7. Should Establishment end the relationship prior to the end of the term length, Establishment will be required to refund all rent accrued during the term to GPD, as well as any costs, including reasonable attorney's fees, associated with GPD enforcing this right.

8. Unless either party hereto shall deliver written notice of non-renewal to the other party at least twenty (20 days) prior to the scheduled termination date of the initial Term (or any extension to the Term in the event the Term is still in effect), the Term of this Agreement shall be deemed to be extended (each an "Extension to the Term") for (1) additional year, pursuant to the terms and conditions otherwise set forth herein.

9. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be performed entirely within that State, without regard to that State's conflict of law provisions. The exclusive venue for any legal proceeding arising out of or relating to this Agreement will be in Cook County, Illinois. In the event of any legal dispute, the prevailing party shall be entitled to recover from the losing party any costs, including reasonable attorney's fees.

GPD Holdings Rep (Print)

GPD Holdings Signature

Date

Establishment Rep (Print)

Establishment Signature

Date

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